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Agreement lease

7241

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000



झारखण्ड JHARKHAND

निबन्धन नियम 21 के अधीन छोटा नागपुर
काश्तकारी अधिनियम (1908) धारा 23 में
अतर्गत मुद्रांकशुल्क थावत लगाया गया है
या 35 विमुक्त है

निबन्धन निवाधिकार 18-10-12
3-10-12

AGREEMENT FOR LEASE

1. Name of Parties:-

i. Adarsh Co-operative House Construction Society Limited Adarsh Nagar,
Bandhgora, P.O. Sec-12, Distt. Dhanbad, Presently Distt - Bokaro, Registration
No. 8/Chas/1984 Date 13th August, 1984 under Chas Circle (hereinafter referred
to as leaser, First party) P.S. Chas,

Represented by:- 1. Shri Bikramaditya Singh, S/o Late Sheo Mangal
Singh, Designation President, Caste- Kushwaha President, presently
residing at Plot No. A25, Adarsh Co-oprative & 2. Sri. Rama Shankar
Prasad, S/o Late J.N. Singh, Designation Secretary, Caste-Kushwaha,
Secretary, residing at Plot No. A28, Adrash Co-oprative, Bokaro Steel
City, District Bokaro, as per Resolution No. 01 of General Body Meeting
held on 03-10-2010

AND

II. Sri. Lalah Kumar Choudhary, S/o Late Ram Bali Choudhary, Membership
No. 926, By faith Hindu, Religion Hinduism, Caste Mallah.

Address:-

- (a) Permanent :- At Mathurapur, P.O. - Lakhminiyan, Dist- Begusarai (Bihar)
- (b) Present :- Sec- II B, Qr. No. 3-088, P.O. & P.S.- B.S. City, Dist- Bokaro (Jharkhand) by profession Service, (hereinafter referred to as leasee, Second Party)

2. Kind of Deed:-

Agreement of Lease for Ninetyfour Years ending on the 30th day
of the month of September of the year two thousand One Hundred
Six.

Lalah K. Choudhary

8500

6/8/11

3500/57990

Sigra Singh
3-10-12

Lalah K. Choudhary
3-10-12

मुल्यांकन जाँचा

13100

See paid

Ally 2550

E 1000

3550

3-10-12

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Mahapatra
Registry Office
Chasak Bazar
3.10.12

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3. Condition Money:-

- (a) Charges as cost of land ₹. 85,000/- only (Rupees Eighty Five Thousand only)
- (b) Charges for maintenance and Annual Rent-to be determined later on by the First Party.

4. Description of Property:- Co-operative Plot No. 177. N.H.- B, (One Hundred Seventy Seven, Neighbourhood - B) of the lay out plan of the residential colony of the Society at Bandhgora area 161.1 Sqr Meter (04 Decimal), Size 15.2 M X 10.6 M, Type- C, corresponding to Survey Khata No. 28 (Twenty eight) Survey Plot No. 15 (Fifteen), Total area 45.60 Acres under Mouza Bandhgora Police Station - Sec-12, (Chas-35) Sub-Division Chas in the district of Bokaro, out of which the area 161.1 Sqr. Meter has been detailed below. This Plot was initially allotted to Shri. Santosh Kumar, S/o Late Narayan Choudhary, M.No - 564, who has resigned from his membership and surrendered the plot to the society vide deed No. 6809, dated 27-09-2012

Boundaries

- North - Plot No. 176 N.H.B
- South - Road 7.5 M Wide
- East - Co-operative Land
- West - Plot No. 178 N.H.B

Dimension

- North - 10.6 M
- South - 10.6 M
- East - 15.2 M
- West - 15.2 M

THIS indenture of lease made this 01st day of the month of October of the year Two thousand Twelve between the Adarsh Co-operative House Construction Society Ltd. Adarsh Nagar, Bandhgora, hereinafter called the "Leaser", The First Party (which term whenever the context herein so admits shall mean and include its successors and assignees) of the one part AND Sri. Lalan Kumar Choudhary, S/o Late Ram Bali Choudhary, hereinafter called the "Leasee" The Second Party (which term whenever the context herein so admits shall mean and include his/her heirs) at present as a Service, of the Other Part

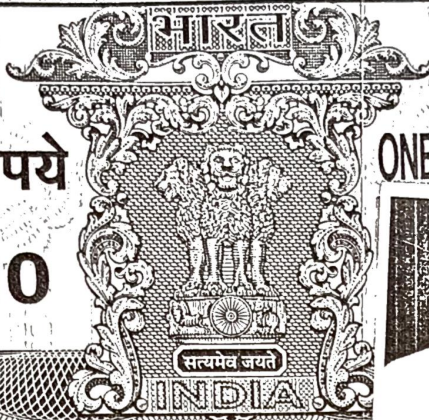
Lalan K. Choudhary

3.10.12
Lalan K. Choudhary

भारतीय गैर न्यायिक INDIA NON JUDICIAL

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ONE THOUSAND RUPEES



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Mahavir Magato
Registry Office No. 157992

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Whereas, the Adarsh Co-operative House Construction Society Ltd. a Society registered under the Bihar and Orissa Co-operative Society Act, 1935, has taken possession of lands acquired on its behalf from RAIYATS of the locality through various registered Sale Deeds and from members of the Society transferred through registered deeds to level, Make Plots and develop the land as per plan of the Society.

AND WHEREAS the First Party has developed residential colony as per the Layout plan dated 25-09-1986

Now, therefore this indenture witnesseth that in consideration of the payment as per para (3) above and in consideration of the terms covenants hereinafter contained to which the Second Party has agreed the First Party hereby demises unto to Second Party and aforesaid plot fully shown in the layout plan dated 25-09-1986 to hold the same unto the Second Party for a period of Ninetyfour years with effect from the 01st day of the month of October of the year Two thousand Twelve.

TERMS AND CONDITIONS

1. That, this lease has been granted the Second Party for the purpose of construction of residential building only for self residential purpose subject to the proprietary right in the land demised remaining with the First party, the society, so far as conferred by the terms of this lease) It is mentioned here that no shop shall be constructed by the Second Party which will amount to the violation of the terms of lease, building bye-laws of the First Party or any addition or alternations hereinafter so made by the society in due course will be binding on the Second Party and any deviation of the same will render this lease determined which will amount to voilations of this lease reasulting in cancellation of membership as well as allotment of the respective plot.
2. That, subject to the provision of para (2) following the allotted plot shall be leased for ninetyfour years and the Second Party shall have an option to renew the lease on the same terms and conditions as hereinafter appearing for a further period of another ninetyfour years from the date of expiry of this lease. The First Party shall however give six months notice before the expiry of this lease enquiring whether the Second Party is willing to renew the lease and on application in writing of such willingness of the Second Party to renew the lease, the lease shall stand extended and renewed.

Adarsh Co-operative Society Ltd.
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8. The Second Party shall complete the construction of house on at least half of the minimum prescribed plinth area in the ground floor within two years from the date of delivery of possession of the plot by the First Party according to such plans and specification as may be approved by the First Party and/or a local Authority, if there be any, in accordance with and subject to the provision of such Building Bye-Laws as may be prescribed by the First Party and/or all such enactments, rules and Bye-Laws as may be enforced by a Local Authority for the time being.
9. The Second Party shall not transfer the ownership of the plot or the structure there on or any part thereof by way of sale, gift or through benami transaction or otherwise during the period of lease from the date of allotment of the plot. Further, whenever the ownership of the plot or the structure or a part thereof is proposed to be transferred by the Second Party during the period of lease such transfer shall be effective only to a person enrolled as a valid member of the First Party or to the nominee of the Second Party who will be legal heir. If the Second Party requests in writing to the First Party to transfer his/her allotted plot in the name of his/her nominee, who will be the legal heir on record of the First Party with approval of the Board of Directors and is in the records of the Society.
10. The Second Party shall not use or cause to be used any part of plot / building constructed on the plot for any purpose other than for which the lease has been granted.
11. The Second Party shall not do any act which causes the stagnation of water or any other liquid substance within the boundary of the residential colony of the First Party.
12. The Second Party to whom the plot is allotted shall pay to the First Party all charges for the maintenance and improvement of the services for the supplies of water and power, the system for the disposal of sewage and storm water, the roads, the park, the marketing and other common facilities at a rate to be determined by the First Party by the 31st May of every year to be applicable during the following financial year beginning from 1st July next on the basis of area of the plots of the Second Party.
13. The Second Party shall allow the First Party or his agent authorised in writing at all reasonable time by prior appointment during the terms of this lease between sunrise and sunset to enter into or upon the plot sites including the building and/or structures constructed there on to inspect whether or not the terms and conditions laid down herein are being properly observed.
14. The First Party shall have right to re-enter and resume possession of the plot, including the structures there on after paying compensation at the prevailing price in case of breach of any of the provisions of this deed or on surrender by the allottee by serving six months notice from the either side in writing provided the First Party before taking any action under this clause must give reasonable opportunity to show cause.
15. On surrender of plot to the First Party before any construction is done on it by the Second Party the First Party shall pay to the Second Party the amount deposited by him/her against land value to the First Party after deducting the existing dues on him/her and establishment expenses as per rules of the Society and in that case consideration money as per para (3) will not be applicable, other deposits shall be refunded as per rules. In case of surrender of plot after building construction is over or a part thereof is constructed the revaluation of the plot and building structure shall be done by the First Party and the amount arising out of revaluation shall be paid to the Second Party after deducting the existing dues against him/her.

*Preramaditye Shri
d/mgm/1615 3.10.12
Calam K. chudhary
3.10.12*

Calam K. chudhary

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16. On matters not specifically stipulated in these terms and condition mentioned above and also in case of any dispute, doubt or question arising hereinafter at any time between the First Party and the Second Party, then on such event every such case shall be referred to the arbitration of two arbitartors. one to be appointed by each party and in the event of desagreement between the arbitratrors, the arbitration of an umpire jointly selected by the arbitratrors whose decision shall be final and conclusive and binding on both the parties.

Any default in observance of the provisions as aforesaid shall be deemed to be a breach of the terms and conditions of these presents and be liable to action under clause 15 herein-before contained. The arbitratrors and umpire can be only appointed who are members of the First Party and no outsiders can be appointed either arbitratrors or umpire, in any case.

In witness where of the parties have executed these presents the day, month and year first above written.

5/10/12
3.10.12

Witness:-

1. Full Signature [Signature] Signature of representative for and on behalf of Adarsh Co-operative House Construction Society Ltd, Adarsh Nagar Bandhgora,

S/o Late P Mallah
Address Sector 12/D
QNO - 1158
Bokaro steel city, Bokaro

3.10.12

1. Full Signature [Signature]
S/o L. Suresh Mangal
Designation Chairman

3.10.12

2. Full Signature _____

S/o _____
Address _____

Signature of the Leasee-Second Party
Full Signature Lalram K. Choudhary
S/O Late Rambali choudhary
Address Sector - II/B, QNO-3-088
Bokaro steel city, Bokaro
3.10.12

Lalram K. Choudhary



निबंधन विभाग, झारखंड
बोकारो

जांच पर्चा-सह घोषणा प्रपत्र (नियम 114)

Token No: 6

Token Date/Time: 18/10/2012 12:29:11

Document Type	Lease Deed	Presenter	Bikramaditya Singh
Presenter Name & Address	Plot No. - A/25, Adarsh Co-Operative, Bandhgora, Bokaro	Date of Entry	18/10/2012
Stampable Doc. Value	85000	DOE	Total Pages 16
Document Value	85000	Stamp Value	3500
Special Type		Serial No.	0
Remarks / Other Details			CNO/PNO

Property Details:

Anchal	Th.No.	Wrd/Hlk	Mauza	Kh. No.	Plot No	Plot Type	H No	Category	Area	Min. Value
GHAS	35	7	BANDHGORA CT	28	15			OR_RES	4 Decimal	84000

Other Property Details:

Property Type	Th. No.	Wrd	Mauza	Location	Area	Rate	Amount
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Party Details:

SN	P Type	Party Name	Father/Husband	Occup.	Caste	PAN/F 60	Address
1	LESSOR	Bikramaditya Singh	Late Sheo Mangal Singh	Retd. Service	Other		Plot No. - A/25, Adarsh Co-Operative, Bandhgora, Bokaro
2	LESSOR	Rama Shankar Prasad	Late Jagar Nath Singh	Retd. Service	Other		Plot No. - A/28, Adarsh Co-Operative, Bandhgora, Bokaro
3	LESSEE	Lalan Kumar Choudhary	Late Ram Bali Choudhary	Service	Other		Sec. - 2/B, Q. No. - 3-088, B.S. City, Bokaro
4	Identifier	Dharmendra Mallah	Late P. Mallah	Service	Other		Sec. - 12/D, Q. No. - 1158, B.S. City, Bokaro
5	Witness1	Dharmendra Mallah	Late P. Mallah	Service	Other		Sec. - 12/D, Q. No. - 1158, B.S. City, Bokaro

Fee Details:

SN	Description	Amount
1	A1	2,550.00
2	SP	240.00
3	E	1,000.00
Total		3,790.00

Bikramaditya Singh

उपर्युक्त प्रविष्टियों दस्तावेज में अंकित तथ्यों के अनुरूप है।

निबंधन पूर्व सारांश में इंप्ट फार्म के अनुरूप डाटा इंद्रि की गई है।

प्रस्तुतकर्ता का हस्ताक्षर

डाटा इंद्रि ऑफिसर का हस्ताक्षर

उपर्युक्त स्वीकार किया जिसकी पहचान निवासी.....ने इस दस्तावेज के निष्पादन को मेरे समक्ष

श्री बिश्वनाथ सिंह
श्री राम शंकर प्रसाद
श्री लाल कुमार चौधरी
पिता... एच. पी. मल्लह
पेशा... नौकर

निबंधन पदाधिकारी का हस्ताक्षर

Lalan K. Choudhary



निबंधन विभाग, झारखंड
बोकारो

Token No.6 Token Date: 18/10/2012 12:29:11
Serial/Deed No./Year :7704/7241/2012
Deed Type: Lease Deed

SN	Party Details	Photo	Thumb
1	Bikramaditya Singh Father/Husband Name:Late Sheo Mangal Singh (LESSOR) Plot No. - A/25, Adarsh Co-Operative, Bandhgora, Bokaro		
2	Rama Shankar Prasad Father/Husband Name:Late Jagar Nath Singh (LESSOR) Plot No. - A/28, Adarsh Co-Operative, Bandhgora, Bokaro		
3	Lalan Kumar Choudhary Father/Husband Name:Late Ram Bali Choudhary (LESSEE) Sec. - 2/B, Q. No. - 3-088, B.S. City, Bokaro		
4	Dharmendra Mallah Father/Husband Name:Late P. Mallah (Identifier) Sec. - 12/D, Q. No. - 1158, B.S. City, Bokaro		
5	Dharmendra Mallah Father/Husband Name:Late P. Mallah (Witness1) Sec. - 12/D, Q. No. - 1158, B.S. City, Bokaro		

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Volume 198
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Deed No 7704/7241
Year 2012
Date 18/10/2012 12:51:37

District Sub Registrar

Signature of Operator

Calvin K. Choudhary